

FILED 05 DEC 21 15:03 USDC ORP

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

EAST PORTLAND IMAGING CENTER, P.C.,
an Oregon professional corporation doing
business as EPIC IMAGING-EAST; and BODY
IMAGING, P.C., an Oregon professional
corporation doing business as BODY IMAGING
RADIOLOGY,

Plaintiffs,

v.

PROVIDENCE HEALTH SYSTEM-OREGON,
an Oregon nonprofit corporation; PROVIDENCE
HEALTH PLAN, an Oregon nonprofit
corporation, PORTLAND MEDICAL
IMAGING, LLC, an Oregon limited liability
company; RADIOLOGY SPECIALISTS OF
THE NORTHWEST, P.C., a professional
corporation; CENTER FOR MEDICAL
IMAGING, LLC, an Oregon limited liability
company; and ADVANCED MEDICAL
IMAGING, LLC, an Oregon limited liability
company,

Defendants.

Civil Action No. 3:05-cv-465-KI

**STIPULATED ORDER
OF DISMISSAL OF
CERTAIN DEFENDANTS**

Plaintiffs East Portland Imaging Center, P.C. and Body Imaging, P.C. (collectively, "Plaintiffs"), together with Women's Imaging, P.C., have entered into an agreement for the dismissal and release of claims ("Agreement") in the above-captioned litigation ("Litigation") against defendants Portland Medical Imaging, LLC, Radiology Specialists of the Northwest, P.C., Center for Medical Imaging, LLC, and Advanced Medical Imaging, LLC (collectively, "Dismissed Defendants").

Based upon the stipulation of the parties,

IT IS HEREBY ORDERED:

1. The above-captioned Litigation is dismissed with prejudice and without costs against the Dismissed Defendants.
2. This Court has continuing jurisdiction over the Plaintiffs, Women's Imaging, P.C., and the Dismissed Defendants for the purpose of enforcing the terms of the parties' Agreement (a copy of which is attached hereto as Exhibit "1" and incorporated into this order by this reference). Women's Imaging, P.C. submits to the jurisdiction of this Court for this purpose.

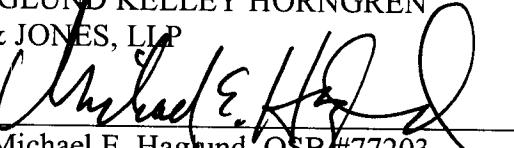
Dated this 21st day of December, 2005.


Honorable Garr M. King
District Judge

IT IS SO STIPULATED:

HAGLUND KELLEY HORNGREN
& JONES, LLP

By:

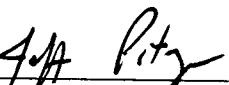

Michael E. Haglund, OSB #77203
Michael K. Kelley, OSB #85378
Michael G. Neff, OSB #92536
Of Attorneys for Plaintiffs

KENNEDY, WATTS, ARELLANO
& RICKS, LLP

By:

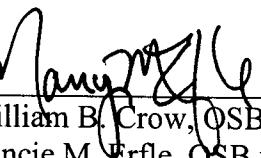

Susan E. Watts, OSB #77385
Daniel L. Keppler, OSB #92353
Of Attorneys for Defendant Radiology
Specialists of the Northwest, PC

PITZER LAW

By: 

Jeff S. Pitzer, OSB #02084
Of Attorneys for Defendant
Center for Imaging, LLC

SCHWABE, WILLIAMSON & WYATT, PC

By: 

William B. Crow, OSB #61018
Nancie M. Erfle, OSB #90257
Andrew J. Lee, OSB #02364
Of Attorneys for Defendant
Advanced Medical Imaging, LLC

PETER F. STOLOFF, PC

By: 

Peter F. Stoloff, OSB #78089
Of Attorneys for Defendant Radiology
Specialists of the Northwest, PC

LAW OFFICES OF MICHAEL G. HANLON

By: 

Michael G. Hanlon, OSB #79255
Of Attorneys for Defendant
Portland Medical Imaging, LLC

Agreement

In consideration of the mutual covenants herein, East Portland Imaging Center, P.C. (hereafter "EPIC"), Body Imaging, P.C. (hereafter "BI"), Women's Imaging, P.C. (hereafter "WI") (EPIC, BI, and WI hereafter collectively referred to as "plaintiffs"), Portland Medical Imaging, LLC (hereafter "PMI"), Radiology Specialists of the Northwest, P.C. (hereafter "RSN"), Center for Medical Imaging, LLC (hereafter "CMI"), and Advanced Medical Imaging, LLC (hereafter "AMI") agree as follows:

1. Plaintiffs agree to dismiss with prejudice all claims pending against PMI, RSN, CMI and AMI in the civil action entitled East Portland Imaging Center, PC, et al. v. Providence Health System - Oregon, et al., Civil No. 05-CV-465-KI, pending in the U.S. District Court for the District of Oregon (hereafter "Litigation"). Counsel for the undersigned parties, upon execution of this Agreement, will file a stipulated dismissal of the Litigation with prejudice and without costs to any party. The parties further stipulate that the order of dismissal will reflect the court's continuing jurisdiction for purposes of enforcing the terms of this Agreement in this Litigation.

2. PMI, RSN, CMI and AMI agree to cooperate through their respective counsel to provide, without the necessity of subpoenas, witnesses requested by counsel for plaintiffs to appear at any trial that should take place in the Litigation. Counsel for plaintiffs shall provide counsel for PMI, RSN, CMI and AMI with written notice of the names and proposed dates of trial testimony a minimum of 45 days before the scheduled May 30, 2006 trial in the above-referenced case.

3. PMI, RSN, CMI and AMI each state affirmatively that Providence Health Plan made the unilateral decision to remove EPIC and BI as providers under the Providence Health

Plan and preferred provider organization panels. PMI, RSN, CMI and AMI further state that each will express no objection, now or in the future, to any decision by PHP to enter into contracts with plaintiffs under which one or more of the plaintiffs would become authorized providers of health care to Providence Health Plan or its PPO network.

4. It is the mutual desire of the parties to establish a protocol and VPN tunnel connection to enable radiologists practicing at EPIC and PMI, upon reasonable request, to “push” electronic diagnostic radiology images between the PACS systems of EPIC and PMI. EPIC and PMI agree to work in good faith to establish this protocol and VPN tunnel connection between facilities by May 1, 2006 (or as soon thereafter as is reasonably practicable). Each party shall pay its own reasonable costs related to the above-stated protocol and connection. BI desires to establish a similar protocol and connection to enable radiologists at BI and CMI to access the PACS systems of BI and CMI. In the event BI establishes a protocol and VPN tunnel connection to Providence Health System, CMI has no objection to BI accessing electronic diagnostic radiology images generated by CMI and stored on the Providence Health System PACS.

5. Plaintiffs hereby release RSN, PMI, AMI, and CMI (including without limitation their officers, directors, members, agents, insurers and attorneys but excluding Providence Health System—Oregon) from any and all claims of any kind arising from or relating to the issues in this litigation.

6. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys’ fees and costs at trial and on any appeals.

7. The parties to this Agreement agree that until the District Court has entered judgment in this matter they shall not issue any press release regarding the subject matter of this

Agreement other than as attached hereto as Exhibit A and will not reference this Agreement or its terms in correspondence to physicians. However, if any party receives an inquiry from a physician regarding this Agreement, that party may respond, including in writing, to that inquiry.

8. This agreement is not confidential.

DATED this _____ day of December, 2005.

EAST PORTLAND IMAGING CENTER, PC BODY IMAGING, P.C.

By: _____
Title: _____

By: _____
Title: _____

WOMEN'S IMAGING, P.C.

PORTLAND MEDICAL IMAGING, LLC

By: _____
Title: _____

By: _____
Title: _____

RADIOLOGY SPECIALISTS
OF THE NORTHWEST, P.C.

CENTER FOR MEDICAL IMAGING, LLC

By: _____
Title: _____

By: _____
Title: _____

ADVANCED MEDICAL IMAGING, LLC

By: _____
Title: _____

From: 503 535 8398 Page: 1/2 Date: 12/19/2005 12:15:39 PM
503 225 1257 T-448 F-006/008 R-944
12-19-2005 11:10AM Case 3:05-cv-00465-KL Document 216 Filed 12/21/05 Page 7 of 13

Agreement other than as attached hereto as Exhibit A and will not reference this Agreement or its terms in correspondence to physicians. However, if any party receives an inquiry from a physician regarding this Agreement, that party may respond, including in writing, to that inquiry.

2. This agreement is not confidential.

DATED this _____ day of December, 2005.

EAST PORTLAND IMAGING CENTER, PC By: <u>John J. McDonald</u> Title: <u>PRESIDENT</u>	BODY IMAGING, P.C. By: _____ Title: _____
WOMEN'S IMAGING, P.C. By: _____ Title: _____	PORTLAND MEDICAL IMAGING, LLC By: _____ Title: _____
RADIOLOGY SPECIALISTS OF THE NORTHEWEST, P.C. By: _____ Title: _____	CENTER FOR MEDICAL IMAGING, LLC By: _____ Title: _____
ADVANCED MEDICAL IMAGING, LLC By: _____ Title: _____	

From: unknown Page: 2/2 Date: 12/19/2005 12:21:17 PM
12-18-2005 11:30AM FROM:haglund & kelley 503 225 1257 T-447 P-005/006 F-563

Agreement other than as attached hereto as Exhibit A and will not reference this Agreement or its terms in correspondence to physicians. However, if any party receives an inquiry from a physician regarding this Agreement, that party may respond, including in writing, to that inquiry.

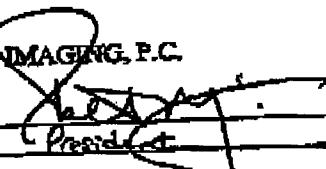
8. This agreement is not confidential.

DATED this 19th day of December, 2005.

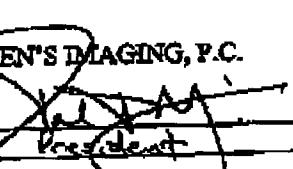
EAST PORTLAND IMAGING CENTER, P.C.

By: _____
Title: _____

BODY IMAGING, P.C.

By: 
Title: President

WOMEN'S IMAGING, P.C.

By: 
Title: President

PORTLAND MEDICAL IMAGING, LLC

By: _____
Title: _____

RADIOLOGY SPECIALISTS
OF THE NORTHWEST, P.C.

By: _____
Title: _____

CENTER FOR MEDICAL IMAGING, LLC

By: _____
Title: _____

ADVANCED MEDICAL IMAGING, LLC

By: _____
Title: _____

Agreement other than as attached hereto as Exhibit A and will not reference this Agreement or its terms in correspondence to physicians. However, if any party receives an inquiry from a physician regarding this Agreement, that party may respond, including in writing, to that inquiry.

8. This agreement is not confidential.

DATED this _____ day of December, 2005.

EAST PORTLAND IMAGING CENTER, PC BODY IMAGING, P.C.

By: _____
Title: _____

By: _____
Title: _____

WOMEN'S IMAGING, P.C.

By: _____
Title: _____

PORTLAND MEDICAL IMAGING, LLC

By: _____
Title: _____

**RADIOLOGY SPECIALISTS
OF THE NORTHWEST, P.C.**

By: Gary A. Hordum
Title: President

CENTER FOR MEDICAL IMAGING, LLC

By: _____
Title: _____

ADVANCED MEDICAL IMAGING, LLC

By: _____
Title: _____

Agreement other than as attached hereto as Exhibit A and will not reference this Agreement or its terms in correspondence to physicians. However, if any party receives an inquiry from a physician regarding this Agreement, that party may respond, including in writing, to that inquiry.

8. This agreement is not confidential.

DATED this _____ day of December, 2005.

EAST PORTLAND IMAGING CENTER, PC BODY IMAGING, P.C.

By: _____
Title: _____

By: _____
Title: _____

WOMEN'S IMAGING, P.C.

By: _____
Title: _____

PORTLAND MEDICAL IMAGING, LLC

By: _____
Title: _____

RADIOLOGY SPECIALISTS
OF THE NORTHWEST, P.C.

By: _____
Title: _____

CENTER FOR MEDICAL IMAGING, LLC

By: _____
Title: _____

ADVANCED MEDICAL IMAGING, LLC

By: John R. But
Title: President

Agreement other than as attached hereto as Exhibit A and will not reference this Agreement or its terms in correspondence to physicians. However, if any party receives an inquiry from a physician regarding this Agreement, that party may respond, including in writing, to that inquiry.

8. This agreement is not confidential.

DATED this 16th day of December, 2005.

EAST PORTLAND IMAGING CENTER, PC BODY IMAGING, P.C.

By: _____
Title: _____

By: _____
Title: _____

WOMEN'S IMAGING, P.C.

By: _____
Title: _____

PORLAND MEDICAL IMAGING, LLC

By: S.C. Jensen, MD
Title: Medical Director

RADIOLOGY SPECIALISTS
OF THE NORTHWEST, P.C.

By: _____
Title: _____

CENTER FOR MEDICAL IMAGING, LLC

By: _____
Title: _____

ADVANCED MEDICAL IMAGING, LLC

By: _____
Title: _____

Agreement other than as attached hereto as Exhibit A and will not reference this Agreement or its terms in correspondence to physicians. However, if any party receives an inquiry from a physician regarding this Agreement, that party may respond, including in writing, to that inquiry.

8. This agreement is not confidential.

DATED this 16th day of December, 2005.

EAST PORTLAND IMAGING CENTER, PC BODY IMAGING, P.C.

By: _____
Title: _____

By: _____
Title: _____

WOMEN'S IMAGING, P.C.

By: _____
Title: _____

PORLAND MEDICAL IMAGING, LLC

By: _____
Title: _____

RADIOLOGY SPECIALISTS
OF THE NORTHWEST, P.C.

By: _____
Title: _____

CENTER FOR MEDICAL IMAGING, LLC

By: Gregory D. Judd
Title: Medical Director

ADVANCED MEDICAL IMAGING, LLC

By: _____
Title: _____

Exhibit A

The claims of plaintiffs East Portland Imaging Center, Women's Imaging, and Body Imaging against defendants Portland Medical Imaging, Radiology Specialists of the Northwest, Center for Medical Imaging, and Advanced Medical Imaging have been voluntarily and finally dismissed. The complete understanding in exchange for dismissal is: these defendants have stated that they will not require the plaintiffs to issue subpoenas for additional testimony (if necessary) in the underlying case; these defendants have reiterated that they did not participate in the decision to terminate plaintiffs' contracts with Providence Health Plan; these defendants have stated that they will express no objection to any future decision by Providence Health Plan to contract with plaintiffs; the parties have stated that they have a mutual desire to and are willing to facilitate sharing of electronic images of patients that the parties may have in common; and the parties have agreed that this statement will be the only written statement issued to the press on the dismissal of plaintiffs' claims against these defendants.